# SECTION 6

Section No. 6

(C)

Third Revised Sheet No. 1

Replaces Second Revised Sheet No. 1



and disconnection.

# Black Hills Power NEW CUSTOMER QUESTION LIST

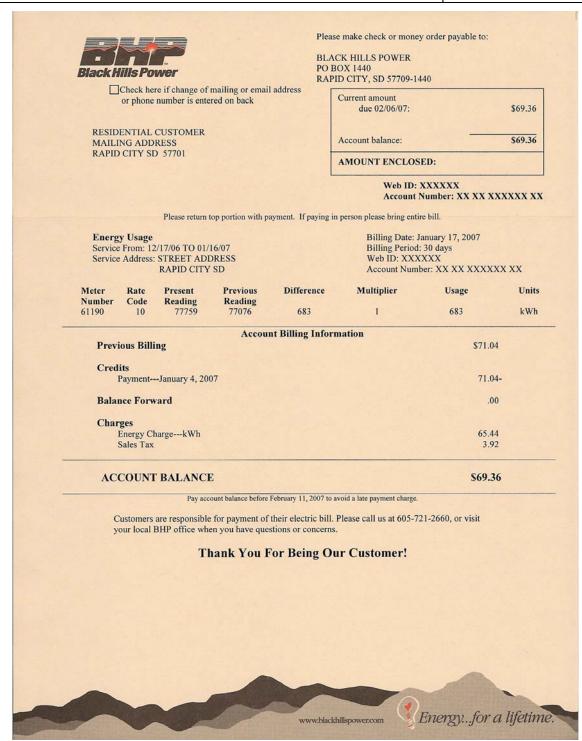
DATE O	F REQUEST	NAME OF REQUESTER	PROJECT NAME	
NAME C	F PROPERTY OWNER	(S)		
PHYSIC	AL LOCATION OF SER	VICE		
MAILIN	G ADDRESS OF SERVI		_,	
		STREET	CITY	ZIP
			DNDESCRIBED PROPERTY	
SUBDIV	ISION NAME		LOT/BLOCK NUMBER(S)	
MAILIN	G ADDRESS OF OWNE	RSTREET	CITY	, SD, ZIP
DUONE	NUMBERS OF OWNER		CHI	211
PHONE.	NUMBERS OF OWNER	CELL	HOME/BUSINESS	WORK
ADJACE	ENT LAND OWNERS PO	OWER WILL CROSS:	(Please provide cop	ies of all Plats and deeds
NAME_		ADDRES	S	PHONE
NAME_		ADDRES	S	PHONE
NAME_		ADDRES	S	PHONE
NAME C	OF ELECTRICIAN		_PHONE NUMBER OF ELECTRICIAN_	
NAME C	F CONTRACTOR		_PHONE NUMBER OF CONTRACTOR_	
NAME C	OF TRENCHER		_PHONE NUMBER OF TRENCHER	
DATE E	STIMATE IS NEEDED I	BY	DATE SERVICE NEEDED BY	
CIRCLE ELECTR		DENTIAL OR COMMERCIAL	PERMANENT OR TEMPORARY HOM	IE GAS OR TOTAL
MAIN PA	ANEL SIZE		MAIN PANEL VOLTAGE	
DATE A	ND TIME TO MEET AT	SITE:		
СОММЕ	NTS/CONTACTS/HIST	ORY		
Note:		ll ask you to provide a letter of ca	to set up billing information on redit from your previous power provider or will be charged the direct costs incurred for	a deposit equal to two

#### SOUTH DAKOTA ELECTRIC RATE BOOK

Section No. 6

Sixth Revised Sheet No. 2

Replaces Fifth Revised Sheet No. 2



(C)

# SOUTH DAKOTA ELECTRIC RATE BOOK

Section No. 6

(C)

Fifth Revised Sheet No. 3

Replaces Fourth Revised Sheet No. 3

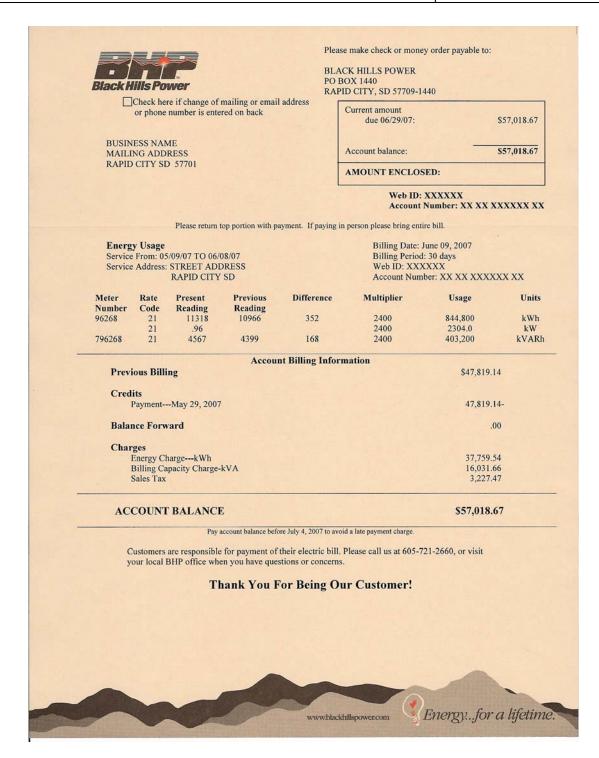
Please Return this Portion with your Paymer Change of Mailing Address or Phone Numb	
Street:	
City:	
State: Zip::	
Phone Number: ()	Thank You For Your Payment.
E-mail Address:	
Places return ton a	portion with payment. If paying in person please bring entire bill.
Mail all Payments to:	ortion with payment. It paying in person please oring entire ont.
BLACK HILLS POWER	ENERGY PROFILE
PO BOX 1440 RAPID CITY, SD 57709-1440	1,000 7
You may contact BHP at:	
409 Deadwood Ave	800
Rapid City, SD 57702 Office hours: Mon-Fri 8:00-5:30	5 600
PHONE: 605-721-2660	89 600 89 14 400
www.blackhillspower.com	2 400
TO REPORT OUTAGES, PLEASE CALL: (605) 721-2475 OR 1-800-839-8197	200
Rate Code/Service Type	Jan06 Mar06 May06 Jul06 Sept06 Nov06 Jan07
10 Residential 12 Residential Total Electric	Days kWh/Day Cost/Day
14 Residential Demand	This Month 30 22 \$2.18
	Last Month 31 24 \$2.16 Last Year 31 25 \$2.25
ENERGY RATE SCHEDULE	
Monthly Customer Charge	\$8.00
683 kWh @ \$.0841	\$57.44
TOTAL	\$65.44

#### SOUTH DAKOTA ELECTRIC RATE BOOK

Section No. 6

Fifth Revised Sheet No. 4

Replaces Fourth Revised Sheet No. 4



(C)

# SOUTH DAKOTA ELECTRIC RATE BOOK

Section No. 6

(C)

Fourth Revised Sheet No. 5

Replaces Third Revised Sheet No. 5

Change of Mailing Address or Phone Number			
Street:			
City:			
State: Zip::			
Phone Number: ()		Thank You For Yo	our Payment.
E-mail Address:			
E-man Address			
Please return top portio	n with payment. If pay	ying in person please bring er	ntire bill.
Mail all Payments to:			
BLACK HILLS POWER PO BOX 1440		ENERGY PROF	FILE
RAPID CITY, SD 57709-1440	900,000		
You may contact BHP at:	720,000		
409 Deadwood Ave Rapid City, SD 57702	120,000		
Office hours: Mon-Fri 8:00-5:30	540,000 - 5		
PHONE: 605-721-2660	96 540,000		
www.blackhillspower.com	₹ 360,000		
TO REPORT OUTAGES, PLEASE CALL:			
(605) 721-2475 OR 1-800-839-8197	180,000		
Rate Code/Service Type	0 Jun0	6 Aug06 Oct06 Dec0	6 Feb07 Apr07 Jun07
21 General Service Large	18		
	This Month	Days kWh/Day 30 28,160	
Dillian Consider	This Month Last Month	29 25,572	\$1,793.02 \$1,555.60
Billing Capacity Indicated . 96	Last Year	29 23,503	\$1,453.20
Multiplier 2400			
Metered Capacity-kW 2304.0		CONTRACT NUMI	BER: XXXXX
Reactive kWh 403200 Power Factor .902			
Power Factor . 902 Billed Capacity-kVA 2554.3	(Highest of 1,2,	3 or 4)	
	(11011111111111111111111111111111111111		
Capacity (kW/Power Factor)     Contract Capacity 385 k	VA at 80%	2554.3 1936.0	
3. Highest billing capacity preceding	ng 11 Mos.	1930.0	
AUG 05 – 362.1 k	VA at 80%	2217.9	
4. Minimum kVA of		125	
ENERGY RATE SCHEDULE			ATE SCHEDULE
	2,360.00 0,745.00	125.0 kVA 2,429.3 kVA @ \$	\$970.00 6.20 \$15,061.60
	4,654.00	2,423.3 KVA @ \$	0.20 \$15,061.6
	7,759.00	TOTAL	\$16,031.6
		and the second second	410,001.0

Section No. 6

Sixth Revised Sheet No. 6

Replaces Fifth Revised Sheet No. 6



**Disconnect Notice** 

Date of Notice: May 12, 2007

CUSTOMER NAME ADDRESS RAPID CITY Please make check or money order payable to: BLACK HILLS POWER PO BOX 1440 RAPID CITY, SD 57709-1440

> > Account Number: XX XX XXXXXX XX

Please return top portion with payment. If paying in person please bring entire bill.

Our records indicate that your account is past due. We realize that often times unpaid bills are simply an oversight. Please check your records. If you have already paid your bill, thank you! If you have not made payment, your Electric service may be disconnected unless \$117.60 is received by May 25, 2007.

#### Let us help.

If you are unable to pay your bill, our office may be able to refer you to a social agency for assistance and/or help you arrange a reasonable payment schedule. In case of serious medical conditions and when a physician, health official or social service official can certify that your condition will be severely aggravated by disconnection of your electric service, please contact our office to arrange a mutually satisfactory payment schedule.

BHP also offers a convenient PAID BY BANK program that can save you time, money and give assurance your payment is received on time every month. Our Customer Service Representatives are available to explain the details of the program and assist you with setting up your PAID BY BANK account.

Call us today at 605-721-2660 or stop by our offices at 409 Deadwood Ave, Rapid City, SD 57702.

#### If disconnection does occur:

If your payment is not received, your electric service will not be restored until you have paid the disconnect amount plus a reconnection charge. Reconnection charges are:

\$15.00 between the hours of 8am and 5pm (M-F) \$30.00 between the hours of 5pm and 10pm (M-F) \$60.00 all other hours and holidays

You may be required to pay a separate security deposit if your service has been disconnected or if you have received more than two disconnect notices within a 12-month period.

#### Questions?

If you disagree with a portion of this bill, please pay the undisputed amount of the bill and contact our office. We will conduct an investigation and work with you to reach a billing agreement. Should you feel you need more assistance, the Public Utilities Commission is available for appeal and mediation at 500 East Capitol Avenue, Pierre, SD 57501-5070 or by calling 1-800-332-1782.

Please call or visit your local BHP office for answers to all of your electric bill questions and concerns.

Thank you for your prompt attention to this notice.

www.blackhillspower.com Energy...for a lifetime.

Date Filed: June 30, 2006

By: Jacqueline A. Sargent

Director of Rates

Effective Date: For service on and after January 1, 2007

(C)

# SOUTH DAKOTA ELECTRIC RATE BOOK

	Section No. 6 Second Revised Sheet No. 7 Replaces First Revised Sheet No. 7
ELECTRIC POWER SERVICE CONTRACT (TYPE #1) State Of South Dakota	Contract Number  Effective Date
THIS CONTRACT, made between <u>Black Hills Power</u> , (hereinafter referred to as "Customer"),	Inc. (hereinafter referred to as "Company"), and
WITNESSETH: That the parties hereto, for and in consider contract as follows:	ration of the mutual agreements hereinafter set forth,
1. <u>Electric Power Supply.</u> Company shall supply, and the required for the operation of Customer's equipment install Such power and encapproximately 60 cycles, at a nominal voltage of volts.	led or to be installed by it at its facility, located at ergy shall be three (3) phase, alternating current,
2. Company Facilities & Contract Capacity. Company agree Customer and to install all transformers, switches, lightn apparatus necessary for the purpose of delivering and meas which shall be at Such facing satisfy a demand by Customer of (kilovolt amperes) of electric power, which shall constitute notify Company of any anticipated substantial increase in desuch increase, and adjustment in Contract Demand shall be	ning arresters, meters, recording devices and other suring the power and energy at the point of delivery illities of Company shall be of sufficient capacity to the the Contract Demand hereunder. Customer shall emand not less than ninety (90) days prior to date of
3. <u>Customer Facilities.</u> Customer shall install and maintain construction, all other facilities on Customer's side of poreception of electrical power and energy and for its use beyone equipment shall be of types which will not interfere with or inspection by Company at reasonable times.	int of delivery which are necessary for the proper ond such point. Such facilities and Customer's plant
4. Right Of Way. Customer agrees to provide Company, w. Customer's premises for necessary lines and apparatus. All remain its property and it shall have the right to inspect, reports	apparatus installed by and at cost of Company shall
5. <u>Terms.</u> The initial term of this Agreement shall commence a period of not less than three years, and if not then term either party, the contract shall continue until so terminated.	

By: <u>Jacqueline A. Sargent</u> Effective Date: For service on Director of Rates and after <u>January 1, 2007</u>

Section No. 6
Second Revised Sheet No. 8
Replaces First Revised Sheet No. 8

(C)

- 6. Payment. Company shall bill, and the Customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefore, pursuant to the Company's \_\_\_\_\_\_\_ electric rate schedule, copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. It is understood that the initial basis for charges pursuant to this contract as above referred to may be revised by the Company from time to time, and the Customer agrees that should the Company, during the term of this contract, revise or eliminate the schedule or rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this contract thereafter. Customer shall be notified promptly of any such revision or elimination.
- 7. Non-Payment. In the event that any bill for electric service is not paid in accordance with payment provisions of the effective rate schedule, Company may suspend the supply of power and energy or cancel this contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the contract or from liability for damages because of any breach hereof.
- 8. No Guarantee Of Continuous Service. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident or other causes not reasonably within its control, Company shall not be liable for damages on account of interruption of service. Minimum and demand charges in said rate schedule shall be prorated should Customer be prevented from taking energy for a period in excess of forty-eight (48) hours occasioned by the occurrence of any of the above events to the Company's system.
- 9. <u>Liability And Indemnification.</u> Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of the point of delivery, or from electric energy present therein or escaping therefrom, and customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
- 10. <u>Disconnect.</u> If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.

	Section No. 6
	Second Revised Sheet No. 9
	Replaces First Revised Sheet No. 9
11.	Amendments. The provisions of this contract shall not be changed except by writing duly signed by Company and Customer. However, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction over the Company's rates.
12.	Assignees And Successors. This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its facility located at and upon Company's assigns, lessees, and successors in interest.
day of _	ACCORDINGLY, the parties hereto have executed this contract in duplicate this, 200, binding and extending to their successors and assigns.
Black H	ills Power, Inc.
Ву:	By:
Title: <u>Pr</u>	esident and Chief Operating Officer Title:

	Section No. 6 Second Revised Sheet No. 10 Replaces First Revised Sheet No. 10
Electric Power Service Contract (Type #2) State of South Dakota	Contract Number (C) Effective Date
THIS CONTRACT, made between BLACK HILLS POWI "Company"), and (hereinafter referred to as "Cur	
WITNESSETH: That the parties hereto, for and in conhereinafter set forth, contract as follows:	nsideration of the mutual agreements
Electric Power Supply. Company shall supply, and the Curenergy required for the operation of Customer's equipment, located at Such power alternating current, approximately 60 cycles, at a nominal voltage.	t installed or to be installed by it at its ver and energy shall be three (3) phase,
2. Company Facilities & Contract Capacity. Company agrees premises of Customer and to install all transformers, switched devices and other apparatus necessary for the purpose of cenergy at the point of delivery which shall be at of sufficient capacity to satisfy a demand by Customer of electric power, which shall constitute the Contract Demand Company of any anticipated substantial increase in demand date of such increase, and adjustment in Contract Demand services.	es, lightning arrestors, meters, recording delivering and measuring the power and Such facilities of Company shall be (kilowatts) (kilovolt amperes) of and hereunder. Customer shall notify d not less than ninety (90) days prior to
3. <u>Customer Facilities.</u> Customer shall install and maintain, at of construction, all other facilities on Customer's side of point proper reception of electrical power and energy and for its and Customer's plant equipment shall be of types which will by Company and be subject to inspection by Company at real	t of delivery which are necessary for the use beyond such point. Such facilities not interfere with other service rendered
<ol> <li>Right Of Way. Customer agrees to provide Company, with way on Customer's premises for necessary lines and appar cost of Company shall remain its property and it shall have t same.</li> </ol>	ratus. All apparatus installed by and at
<ol> <li>Terms. The effective date of this contract shall be, 20 less than three years, and if not then terminated by at least to party, shall continue until so terminated.</li> </ol>	

Section No. 6 Second Revised Sheet No. 11

(C)

Replaces First Revised Sheet No. 11

6. Payment. Company shall bill, and the customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefor, pursuant to the Company's electric rate schedule \_\_\_, copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. It is understood that the initial basis for charges pursuant to this contract as above referred to may be revised by the Company from time to time, and the customer agrees that should the Company, during the term of this contract, revise or eliminate the schedule or rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this contract thereafter. Customer shall be notified promptly of any such revision or elimination.

- 7. <u>Non-Payment.</u> In the event that any bill for electric service is not paid in accordance with payment provisions of the effective rate schedule, Company may suspend the supply of power and energy or cancel this contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the contract or from liability for damages because of any breach hereof.
- 8. No Guarantee Of Continuous Service. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident or other causes not reasonably within its control, Company shall not be liable for damages on account of interruption of service. Minimum and demand charges in said rate schedule shall be prorated should Customer be prevented from taking energy for a period in excess of forty-eight (48) hours occasioned by the occurrence of any of the above events to the Company's system.
- 9. <u>Liability and Indemnification.</u> Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of the point of delivery, or from electric energy present therein or escaping therefrom, and customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
- 10. <u>Disconnect.</u> If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.

# SOUTH DAKOTA ELECTRIC RATE BOOK

	Section No. 6 Second Revised Sheet No. 12 Replaces First Revised Sheet No. 12
11.	Amendments. The provisions of this contract shall not be changed except by writing duly signed by Company and Customer. However, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction over the Company's rates.
12.	Advance Payment. In consideration thereof, Customer agrees to advance to Company for the location and installation of the above named facilities the sum of
13.	Refund of Advanced Payment. It is further understood and agreed that Customer, its successors or assigns will receive from the Company, as refund on said amount of paid and to be paid under this Agreement, a credit each month equal to 20% of Customer's bill for the previous month for electric power and energy supplied pursuant to this Agreement for and during a period of five (5) years from the effective date of this Agreement, or for such lesser period of time as will be required to refund the said amount paid, no refund to be made; however, after five (5) years from the effective date of this Agreement.
14.	<u>Payment of Services.</u> It is further understood and agreed that the sums to be paid by Customer under the terms of this Agreement do not and shall not constitute or be considered as a deposit or guarantee for service, and should Customer, its successors or assigns, fail to pay for service furnished by the Company, and otherwise to conform to and abide by the Rules and Regulations of the Company, the Company shall have the right without notice or demand to discontinue the furnishing of such service until the defaults in the payments of monthly bills have been fully removed and all payments due the Company have been paid in full.
15.	Assignees And Successors. This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to itslocated at and upon Company's assigns, lessees, and successors in interest.
	ACCORDINGLY, the parties hereto have executed this contract in duplicate this day of, 20, binding and extending to their successors and assigns.
	LLS POWER, INC.  By:
tle: <u>Presi</u>	dent and Chief Operating Officer Title:

	Section No. 6 Second Revised Sheet No. 13 Replaces First Revised Sheet No. 13
	GATION PUMPING CONTRACT  atte of South Dakota  Contract Number  Effective Date
"Con	THIS CONTRACT, made between BLACK HILLS POWER, INC. (hereinafter referred to as npany"), and (hereinafter referred to as "Customer"),
here	WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements inafter set forth, contract as follows:
1.	Company shall supply, and the Customer shall take all electric power and energy required for the operation of Customer's equipment installed or to be installed by it at its Irrigation Pumping Station, located in
	Such power and energy shall be Phase, alternating current, approximately 60 hertz, at a nominal voltage of volts.
2.	Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrester, meter, recording devices and other apparatus necessary for the purpose of delivering and measuring the power and energy at the point of delivery which shall be . Such facilities of Company shall be of sufficient capacity to satisfy a demand by Customer of (horsepower) of electric power. Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase.
3.	Customer shall install and maintain, at its own expense, in approved standards of construction, all other facilities on Customer's side of points of delivery which are necessary for the proper reception of electrical power and energy and for its use beyond such point. Such facilities and Customer's plant equipment shall be of types which will not interfere with other service rendered by Company and be subject to inspection by Company at reasonable times.
4.	Customer agrees to provide Company, without cost, a suitable location and right of way on Customer's premises for necessary lines and apparatus. All apparatus installed by and at cost of Company shall remain its property, and it shall have the right to inspect, repair or remove the same.

Section No. 6

JOURNAL A

Third Revised Sheet No. 14

Replaces Second Revised Sheet No. 14

#### Irrigation Pumping Contract (Type #1 continued)

Date Filed: June 30, 2006

(C)

- 5. Company shall bill, and the Customer shall pay for all electric power and energy supplied hereunder pursuant to the rates, charges, terms and conditions set forth in the Irrigation Pumping Schedule as attached hereto, and made a part hereof and upon all other terms and conditions set forth in this Agreement. The net annual charge as determined pursuant to Schedule \_\_\_\_\_\_ shall be (plus applicable tax), and one-third (1/3) thereof shall be due and payable in each of the billing months of April, May and June of each calendar year. Bills rendered for energy charges shall be due and payable when received. It is understood that the initial basis for charges pursuant to this Contract as above referred to may be revised by the Company from time to time, and the Customer agrees that should the Company, during the term of this Contract, revise or eliminate the schedule of rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this Contract thereafter. Customer shall be notified promptly of any such revision or elimination.
- 6. In the event that any bill for electric service is not paid in accordance with payment provisions set forth herein, Company may suspend the supply of power and energy or cancel this Contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the Contract or from liability for damages because of any breach hereof.
- 7. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident, or other causes not reasonably within its control, Company shall not be liable for damages on account of interruption of service.
- 8. Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of the point of delivery, or from electric energy present therein or escaping therefrom, and Customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
- 9. If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after written notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this Contract.

By: <u>Jacqueline A. Sargent</u> Effective Date: For service on Director of Rates and after <u>January 1, 2007</u>

		Section No. 6	
		Third Revised Sheet No. 15 Replaces Second Revised Sheet No. 15	
<u>Irriga</u>	ation Pumping Contract (Type #1 continued)		(C)
10.		nged except by writing duly signed by Company and valid orders of legally constituted regulatory bodies	
11.		, and shall continue for a period of party giving the other not less than thirty (30) days'	
	ACCORDINGLY, the parties hereto have execute day of, 20, binding and		
	Ву:	By:	-
	Title: President and Chief Operating Officer	Title:	-

		Section No	
		Third Revised Sheet No Replaces Second Revised Sheet No	. 16
ELEC	TRIC POWER SERVICE CONTRACT State Of South Dakota	Contract Number Effective Date	((
	THIS CONTRACT, made between Black Hills Po		, and
	WITNESSETH: That the parties hereto, for and in concontract as follows:	nsideration of the mutual agreements hereinafter set	forth,
1.	<u>Electric Power Supply.</u> Company shall supply, and required for the operation of Customer's <b>qualified ene</b> at its facility, located at alternating current, approximately 60 cycles, at a nomi volts.	ergy storage equipment installed or to be installed	by it
2.	Company Facilities & Contract Capacity. Company a Customer and to install all transformers, switches, apparatus necessary for the purpose of delivering and which shall be at Sucsatisfy a maximum On-Peak demand by Customer constitute the Partial Storage Demand Limit hereund under the Energy Storage Service schedule.	ightning arresters, meters, recording devices and measuring the power and energy at the point of del n facilities of Company shall be of sufficient capac of (kilowatts) of electric power, which	other livery ity to
3.	<u>Customer Facilities.</u> Customer shall install and m construction, all other facilities on Customer's side of reception of electrical power and energy and for its use equipment shall be of types which will not interfere w inspection by Company at reasonable times.	of point of delivery which are necessary for the pe beyond such point. Such facilities and Customer's	roper plant
4.	Right Of Way. Customer agrees to provide Compar Customer's premises for necessary lines and apparatus remain its property and it shall have the right to inspec	All apparatus installed by and at cost of Company	
5.	<u>Terms.</u> The initial term of this Agreement shall comfor a period of not less than <u>three years</u> , and if not then by either party, the contract shall continue until so term	terminated by at least twelve months prior written r	xtend notice

Section No. 6

Third Revised Sheet No. 17

Replaces Second Revised Sheet No. 17

#### Energy Storage Service Contract (continued)

Date Filed: June 30, 2006

(C)

- 6. Payment. Company shall bill, and the Customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefore, pursuant to the Company's Energy Storage Service electric rate schedule, copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. It is understood that the initial basis for charges pursuant to this contract as above referred to may be revised by the Company from time to time, and the Customer agrees that should the Company, during the term of this contract, revise or eliminate the schedule or rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this contract thereafter. Customer shall be notified promptly of any such revision or elimination.
- 7. <u>Non-Payment.</u> In the event that any bill for electric service is not paid in accordance with payment provisions of the effective rate schedule, Company may suspend the supply of power and energy or cancel this contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the contract or from liability for damages because of any breach hereof.
- 8. No Guarantee Of Continuous Service. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident or other causes not reasonably within its control, Company shall not be liable for damages on account of interruption of service. Minimum and demand charges in said rate schedule shall be prorated should Customer be prevented from taking energy for a period in excess of forty-eight (48) hours occasioned by the occurrence of any of the above events to the Company's system.
- 9. <u>Liability And Indemnification</u>. Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of the point of delivery, or from electric energy present therein or escaping therefrom, and customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
- 10. <u>Disconnect.</u> If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.

By: <u>Jacqueline A. Sargent</u> Effective Date: For service on Director of Rates and after <u>January 1, 2007</u>

Section No. 6

Energy Storage Service Contract (continued)

11. Amendments. The provisions of this contract shall not be changed except by writing duly signed by Company and Customer. However, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction over the Company's rates.

12. Assignees And Successors. This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its facility located at \_\_\_\_\_\_ and upon Company's assigns, lessees, and successors in interest.

ACCORDINGLY, the parties hereto have executed this contract in duplicate this

Section No. 6
Second Revised Sheet No. 19
Replaces First Revised Sheet No. 19

(C)

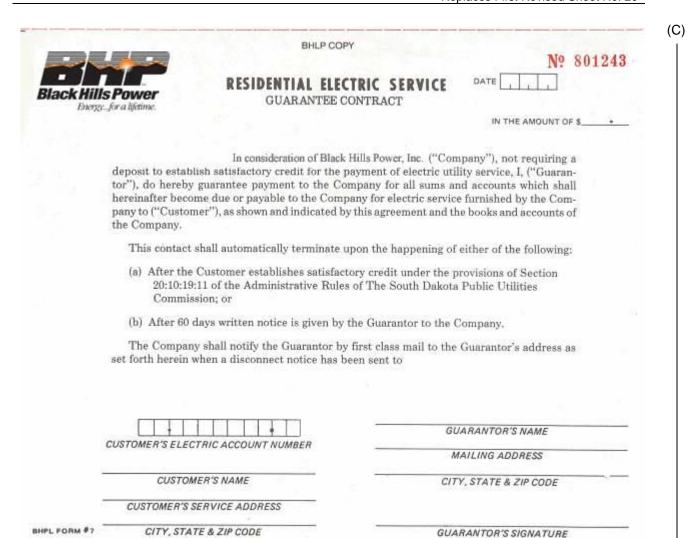
to make life easier? Yes! Sign me up for Levelized Billing Yes! Sign me up for Paid By Bank. to your local BHP office or you may sign up I have included a voided check or Please fill out this form and mail or deliver a photocopy for verification of my at www.blackhillspower.com Customer information: bank account number. SERVICE ADDRESS: HOME PHONE: **WORK PHONE** SIGN HERE: EMAIL: STATE NAME: CITY to make paying your energy bills easier so you can enjoy more quality time doing the things that make your life more enjoyable. Please take a moment to look through our payment options. Black Hills Power offers customers easy payment options by presenting your payment stub at institutions in the Black Hills area option, SpeedPay. Pay your Black quickly and reliably by visiting www.blackhillspower.com and Black Hills Power is excited to announce our newest payment You may pay at most banking Hills Power energy balance click on the SpeedPay link. Pay Balance Online Pay at your bank the time of payment. You may pay your bill personally address listed on the back of this Black Hills Power. Just send the stub of the bill, along with your brochure, or use the convenient two-way envelope that your bill at any Black Hills Power district You can mail your payment to office during regular business check or money order, to the hours, or use our drop boxes Pay at our offices www.blackhillspower.com located at each office. easy paymer comes in. automatically withdrawn from your By helping you spread your higher SpeedPay service at 1-866-499-3942 With your authorization, the exact Make your payment by calling our month. You have a 10-day period to stop the payment withdrawl if savings or checking account each payments out, Levelized Billing takes away the stress of high energy bills, and allows for amount of your bill will be Pay Bill By Phone We're on the web! Levelized Billing you question the bill. Paid By Bank easier budgeting.

Section No. 6

Section No. 6

Second Revised Sheet No. 20

Replaces First Revised Sheet No. 20



Section No. 6
Second Revised Sheet No. 21
Replaces First Revised Sheet No. 21

APPLICA	TION FOR PRIVAT	E OR FUBLIC AREA/OI		LIGITIMO OLIVITO	_
STATE OF [1] THE UNDERSIGNED C PRIVATE OR PUBLIC	SUSTOMER REQUESTS	BLACK HILLS POWER, INC IGHTING, TO BE LOCATED AT		15 JULY, 2002 TO SUPPLY	
[NAME] AS FOLLOWS:		[ADDRESS]	_	[CITY]	_
	<u>P</u>	AL LIGHTS			
<u>NUMBER</u>	<u>TYPE</u>			ITHLY RATE <u>'ER UNIT</u>	MONTHLY <u>CHARGE</u>
	27,500 LUME	HPS ( <b>100W HPS</b> ) N HPS ( <b>250W HPS</b> ) TALLATION CHARGE	_		
		OODLIGHTS	_		
<u>—</u>	50,000 LUME	N HPS ( <b>250W HPS</b> ) N HPS ( <b>400W HPS</b> ) TALLATION CHARGE	_		
		Т	OTAL MO	NTHLY CHARGE	\$0.00
•			S APPLICA	NTHLY CHARGE ABLE SALES TAXE  VIDENCE BY THE INSTALL- 2 YEARS FROM THE D	·
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Section No. 6

Second Revised Sheet No. 22

Replaces First Revised Sheet No. 22

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Residential Customer Information Booklet

# SOUTH DAKOTA ELECTRIC RATE BOOK

	Section No. 6		
	First Revised Sheet No. 23		
	Replaces Original Sheet No. 23		
	District		
	District		
	BLACK HILLS POWER, INC.		
	Application and Agreement for Electric Service Extension		
	State of South Dakota		
	Contract Number		
	Effective Date		
	Black Hills Power, Inc. (the Company) and the "Applicant"		
	Black Tillis Fower, Inc. (the Company) and the Applicant		
	Applicants: City Zip		
	AddressCityZip		
Agree	as follows:		
(1)	The Company will install and furnish electric serve for the Customer at <u>for a new</u>		
	located in in accordance with rates and extension rules on file with the South		
	Dakota Public Utilities Commission.		
(2)	The Applicant agrees to accept service under the following rate schedule		
(-)	or if eliminated, the most economical and applicable remaining rate schedule for a period		
	of not less than forty-eight (48) months from the date of initial service. That Annual Revenue from service		
	to the Applicant as determined under Section 800 Line Extensions of the Company's Tariffs is \$ 0.00		
	resulting in a Line Extension Allowance of \$0.00 of Company financed facilities (cost estimate attached).		
	attached).		
	If it is determined at any time subsequent to execution of this Application that the Applicant has changed		
	the nature of his/her electrical service, the Line Extension Allowance shall be adjusted accordingly, which		
	may result in a charge to the Applicant, if the construction costs exceed the correct Line Extension		
	Allowance.		
(3)	If applicable, the Applicant agrees to pay to the Company, prior to construction facilities:		
	(a) A refundable Advance Deposit subject to the rules filed by the Company for the cost of extending electric facilities beyond the Line Extension Allowance determined at (2) above. \$		
	ciccute facilities beyond the Eine Extension Anowance determined at (2) above. \$\phi\$		
(4)	The Applicant shall, without cost to the Company, make or procure satisfactory conveyance to Company of		
	right-of-way for Company's lines necessary and incidental to the furnishing of service to Customer and for		
	continuing, upgrading or extending said lines over and across the property owned or controlled by		
	Applicant.		
(5)	The Applicant shall, without cost to the Company, furnish a cleared right-of-way, and also grants to the		
` /	Company for maintenance purposes, the right, as the Company may see fit, to cut, trim, or remove from		
	said right-of-way any brush, trees, stumps, or roots.		

By: <u>Jacqueline A. Sargent</u> Effective Date: For service on Director of Rates and after <u>January 1, 2007</u>

Section No. 6 First Revised Sheet No. 24 Replaces Original Sheet No. 24

#### Application and Agreement for Electric Service Extension (continued)

(C)

- (6) For underground line extensions and service laterals the Applicant will provide all trenching to the Company specifications, washed sand, or approved bedding, conduit when required, backfill, or any other restoration work required.
- (7) The Applicant will be entitled to refunds of the Advance Deposit under two (2) separate and distinct calculations:
  - (a) The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (3) if additional extensions are constructed from the electric facilities requested herein. Only those line extensions which connect directly with the facilities partially financed by the Applicant, without any intervening line extensions and be considered when determining the Applicant's entitlement of a refund. The refund will be equal to the difference between the applicable Line Extension Allowance for the new applicant and the estimated construction cost of the additional electric facilities. The Applicant will receive any applicable refund within thirty (30) days of the Applicant contacting the Company regarding the construction of additional electric facilities. The refunded Advance Deposit shall not bear interest.
  - (b) The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (3) if the actual revenue from the Applicant's account(s) served during the first four (4) years as a result of this application exceeds the Line Extension Allowance. The refunded Advance Deposit shall bear simple interest at the rate of seven (7) percent annually.

Refunds will be made only to the Applicant if still receiving service at the same location. Eligibility for refunds under (a) above is limited to four (4) years from the effective date of this agreement. Eligibility for refunds under (b) above is determined four (4) years from the effective date of this agreement. In no case shall the total refund to the Applicant exceed the amount of the Advance Deposit. Any Advance Deposit not refunded to the Applicant as set forth above shall be retained and become the property of the Company.

(8) The refundable Advance Deposit or any portion thereof shall not be assignable by the Applicant. Payments of such refundable Advance Deposit shall continue to be made when due to the Applicant notwithstanding a transfer of the place to which electric service was extended.

Applican	nt	Black Hills Power Inc. Accepted by:	
Date			
Copies:	Applicant Property G.O. Contract file District Office		

# SOUTH DAKOTA ELECTRIC RATE BOOK

	Section No. 6 First Revised Sheet No. 25 Replaces Original Sheet No. 25
	District W.O.#
	BLACK HILLS POWER, INC. Optional Seasonal Use Application and Agreement for Electric Service Extension State of South Dakota
Black	K Hills Power, Inc. (the Company) and the "Applicant" Address Zip Agree
as foll	lows:
(1)	The Company will install and furnish electric serve for the Customer at in accordance with rates and extension rules on file with the South Dakota Public Utilities Commission.
(2)	Applicant has elected this option in place of the seasonal line extension allowance of \$1,000 or a demonstration to the Company's satisfaction that the Applicant's residence to be served is a Permanent Year-Round Dwelling. A Permanent Year-Round Dwelling being the residence which includes a well or water hook-up, sewer or septic-system, automatic heating system and is otherwise likely to be inhabited year-round
(3)	The Applicant agrees to accept service under the following rate schedule or if eliminated, the most economical and applicable remaining rate schedule for a period of not less than ninety-six (96) months from the date of initial service. That Annual Revenue from service to the Applicant as determined under Section 800 Line Extensions of the Company's Tariffs is \$ resulting in a Line Extension Allowance of \$ of Company financed facilities (cost estimate attached). The Applicant further agrees to pay a minimum of the annual Revenue amount each year, regardless of electrical consumption, for a period of eight years from the date of this agreement.
	If it is determined at any time subsequent to execution of this Application that the Applicant has changed the nature of his/her electrical service, the Line Extension Allowance shall be adjusted accordingly, which may result in a charge to the Applicant, if the construction costs exceed the correct Line Extension Allowance.
(4)	If applicable, the Applicant agrees to pay to the Company, prior to construction facilities:
	(b) A refundable Advance Deposit subject to the rules filed by the Company for the cost of extending electric facilities beyond the Line Extension Allowance determined at (3) above. \$
(5)	The Applicant shall, without cost to the Company, make or procure satisfactory conveyance to Company of right-of-way for Company's lines necessary and incidental to the furnishing of service to Customer and for continuing, upgrading or extending said lines over and across the property owned or controlled by Applicant.
(6)	The Applicant shall, without cost to the Company, furnish a cleared right-of-way, and also grants to the Company for maintenance purposes, the right, as the Company may see fit, to cut, trim, or remove from said right-of-way any brush, trees, stumps, or roots.

By: <u>Jacqueline A. Sargent</u> Effective Date: For service on Director of Rates and after <u>January 1, 2007</u>

Section No. 6 First Revised Sheet No. 26 Replaces Original Sheet No. 26

# Optional Seasonal Use Application and Agreement for Electric Service Extension (continued)

(C)

- (7) For underground line extensions and service laterals the Applicant will provide all trenching to the Company specifications, washed sand, or approved bedding, conduit when required, backfill, or any other restoration work required.
- (8) The Applicant will be entitled to refunds of the Advance Deposit under two (2) separate and distinct calculations:
  - (a) The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (4) if additional extensions are constructed from the electric facilities requested herein. Only those line extensions which connect directly with the facilities partially financed by the Applicant, without any intervening line extensions and be considered when determining the Applicant's entitlement of a refund. The refund will be equal to the difference between the applicable Line Extension Allowance for the new applicant and the estimated construction cost of the additional electric facilities. The Applicant will receive any applicable refund within thirty (30) days of the Applicant contacting the Company regarding the construction of additional electric facilities. The refunded Advance Deposit shall not bear interest.
  - (b) The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (4) if the actual revenue from the Applicant's account(s) served during the first four (4) years as a result of this application exceeds the Line Extension Allowance. The refunded Advance Deposit shall bear simple interest at the rate of seven (7) percent annually.
  - (9) The refundable Advance Deposit or any portion thereof shall not be assignable by the Applicant. Payments of such refundable Advance Deposit shall continue to be made when due to the Applicant notwithstanding a transfer of the place to which electric service was extended.

Applicant		Black Hills Power, Inc. Accepted by:	
 Date		Date	
Date		Date	
Copies:	Applicant		
•	Property		
	G.O. Contract file		
Distri	ct Office		

Section No. 6 First Revised Sheet No. 27 Replaces Original Sheet No. 27	
Contract Number Effective Date	

THIS CONTRACT, made between Black Hills Power, Inc. (hereinafter referred to as "Company"), and

WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements hereinafter set forth, contract as follows:

\_(hereinafter referred to as "Customer"),

- 1. <u>Electric Power Supply.</u> Company shall supply, and the Customer shall take all electric power and energy required for the operation of Customer's equipment installed or to be installed by it at its multiple service locations described in Exhibit "A". Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at the nominal voltages listed in Exhibit "A".
- 2. <u>Company Facilities</u>. Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arresters, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the power and energy at the points of delivery as described in Exhibit "A". Such facilities of Company shall be of sufficient capacity to satisfy an electric power demand by Customer at each service location as listed in Exhibit "A". Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase.
- 3. Combined Account Billing. Customer has elected the "Combined Account Billing" option of the General Service Large rate schedule. The Combined Account Billing option applies to any single natural person, partnership, limited liability company, corporation, or controlled group of corporations as defined in 26 U.S.C. § 1563(a) ("Single Customer"), which Single Customer has multiple accounts at multiple service locations. Each Single Customer account currently billed on Company's General Service Large rate tariff must be converted to the Combined Account Billing rate tariff. Single Customer accounts approaching a size and character that would qualify for Company's General Service Large rate tariff will be considered by the Company for Combined Account Billing on a case-by-case basis. Single Customer's energy use (kWh), reactive energy use (kVARh) and peak demand (kW), for each service, will be added together and the combined totals will be used in calculating the Single Customer's electric bill. Single Customer agrees to pay a "Combined Account" service charge, as defined in the GLC rate tariff, each month to cover the administration, billing and metering of the account.
- 4. <u>Coincident Demand and Energy Billing.</u> Upon mutual agreement between Customer and Company, Company agrees to install metering equipment, within five (5) years of the effective date of this contract, that will allow the peak demands and energy for each account to be added on a coincident basis. In order to provide this service, the Customer must first agree to provide, at Customer's expense, a dedicated telephone circuit at the metering location for each service location and separate account so that Company may access 15 minute interval load data.
- 5. <u>Customer Facilities.</u> Customer shall install and maintain, at its own expense, in approved standards of construction, all other facilities on Customer's side of point of delivery which are necessary for the proper reception of electrical power and energy and for its use beyond such point. Such facilities and Customer's plant equipment shall be of types which will not interfere with other service rendered by Company and be subject to inspection by Company at reasonable times.

Section No. 6 First Revised Sheet No. 28 Replaces Original Sheet No. 28

(C)

# Combined Account Billing for Electric Service Extension (continued)

- 6. <u>Right Of Way.</u> Customer agrees to provide Company, without cost, a suitable location and right of way on Customer's premises for necessary lines and apparatus. All apparatus installed by and at cost of Company shall remain its property and it shall have the right to inspect, repair or remove the same.
- \_, \_\_\_, and shall continue as long as the 7. <u>Terms.</u> The effective date of this Agreement shall be \_\_\_\_ Company has the exclusive legal right to serve the customer. At such time as the Customer has the current legal right to receive or request delivery of its electric power from an alternative energy supplier under terms and conditions which are not subject to the jurisdiction of the South Dakota Public Utilities Commission ("Customer Choice"), then the Customer may request that the Company meet the terms of a Bona Fide Offer, as defined below, from any alternative energy supplier. In order to qualify as a Bona Fide Offer, the initial term must be at least six (6) months. Customer shall provide Company its request for proposal at least two weeks prior to the deadline for receiving bids for electric power from alternative energy suppliers. Upon Customer's selection of the bid winner ("Bona Fide Offer"), Customer shall supply to Company the terms and conditions of the Bona Fide Offer and other information which may be pertinent to Company's evaluation of the Bona Fide Offer. Upon personally confirmed receipt of the Bona Fide Offer, the Company will accept or reject Customer's terms and conditions of the Bona Fide Offer within a mutually agreed upon time frame, but no later than 3 working days of receiving the Bona Fide Offer. If the Company is unable or unwilling to meet the terms and conditions of the Bona Fide Offer, then Customer shall have the right to take its electric power and energy from the alternative energy supplier. The Company's right hereunder to meet the terms of any Bona Fide Offer from an alternative energy supplier shall extend for five years after Customer Choice has been implemented. In the event that Customer takes electric power from an alternative energy supplier under the terms of a contract which extends for less than five years after Customer Choice has been implemented, then the Company's right to meet the terms of any Bona Fide Offer from an alternative energy supplier shall again apply at the termination of Customer's contract and the Company's right hereunder shall have first priority over any similar rights (including, without limitation, options to extend) granted to other energy suppliers.
- 8. Payment. Company shall bill, and the customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefore, pursuant to the Company's General Service-Large (Optional Combined Account Billing) electric rate schedule, copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. It is understood that the initial basis for charges pursuant to this contract as above referred to may be revised by the Company from time to time, and Customer agrees that should the Company, during the term of this contract, revise or eliminate the schedule or rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this contract thereafter. Customer shall be notified promptly of any such revision or elimination.
- 9. <u>Non-Payment.</u> In the event that any bill for electric service is not paid in accordance with payment provisions of the effective rate schedule, Company may suspend the supply of power and energy or cancel this contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the contract or from liability for damages because of any breach hereof.
- 10. No Guarantee Of Continuous Service. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident or other causes not reasonably within its control, Company shall not be liable for damages on account of interruption of service.

Section No. 6

First Revised Sheet No. 29

Replaces Original Sheet No. 29

## Combined Account Billing for Electric Service Extension (continued)

(C)

- 11. <u>Liability And Indemnification.</u> Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of each point of delivery, or from electric energy present therein or escaping therefrom, and customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
- 12. <u>Disconnect.</u> If for any reason the Customer desires the facilities at any of its service locations be temporarily disconnected, the Company shall comply with such request within a reasonable time after notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.
- 13. <u>Amendments.</u> The provisions of this contract shall not be changed except by writing duly signed by Company and Customer. However, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction over the Company's rates.
- 14. <u>Assignees And Successors.</u> This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its multiple service locations described in Exhibit "A" and upon Company's assigns, lessees, and successors in interest.

ACCORDINGLY, the parties hereto have exe,, binding and extending to their successors and assigns.	ecuted this contract in duplicate this day of
Black Hills Power, Inc.	Customer Name
By:	Ву:
Title: President and Chief Operating Officer	_ Title:

Section No.	6
Original Sheet No.	30

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Black Hills Power Energy_for a lifetime.				
GRADE AGREEMENT				
This Agreement made the day of	, 20	between Black		
The Company will locate its equipment, by the Developer on the land being developed by Developed attached to and made a part of this Agreement. The Developed elevations and grades, which final elevations and grades shaped grades, are interpreted to mean, all work necessary prior to Developer shall advise the Company prior to commencing facilities have been constructed, Developer will pay at its strelocating, or otherwise rearranging, repairing, or changing Company such work is necessary to provide required clear underground facilities in accordance with an applicable but Company. In the event that the Developer or any independent of the provided with the terms and conditions of this Agreement, facilities occurs, the Developer shall pay all damages and I relocating, or replacing such facilities, including a reasonal	which Map or P which Map or P which Map or oper shall furnish to the Con all be accurate to ±6 inches acceptance by homeowner) any excavations or grades at ole expense all costs of raisi such facilities when in the cances, stability and protectio dding or construction codes, tent contractor of the Develo and if damage to any existir oss suffered by the Company	lat of		
The Developer will establish a sufficient Company in order that the Company facilities may be place easement, street, or alley lines, and other utilities.	number of lot corners when			
In witness whereof the aforesaid parties lest their hands and seals on the day and year first above wr		rized representatives		
Witness or Attest:	Black Hills Power			
	By:			
	Developer			
	By:			